



Minnesota Board of Water  
and Soil Resources

USDA - Minnesota Farm Service Agency

## MINNESOTA CREP II LANDOWNER BILL OF RIGHTS

The second Minnesota Conservation Reserve Enhancement Program (CREP II) is the product of extensive negotiation between governmental, agricultural, and environmental stakeholders. CREP II represents the consensus those groups achieved. A **Memorandum of Agreement** (MOA) to implement CREP II between the United States Department of Agriculture (USDA) and the State of Minnesota (State) was approved on April 22, 2005. Central to this agreement is the desire to ensure that landowners are fully aware of how their participation in CREP II affects their rights in relation to land enrolled in the program. This *Landowner Bill of Rights* attempts to clearly communicate what rights landowners retain and what rights are forfeited.

While the USDA and the State provide this information as a public service, and while this document explains rights that you as a landowner have, you are encouraged to consult with an attorney if you have specific questions or concerns; this document is not a substitute for legal advice.

Under CREP II, landowners voluntarily enroll in a 14- or 15-year USDA Conservation Reserve Program (CRP) contract and a Reinvest in Minnesota (RIM) Reserve easement of 45 years or perpetual duration (a very small amount of targeted acreage in Southeast Minnesota will not involve easements). Landowners seeking to enroll in CREP II must enroll in *both* CRP and RIM Reserve. The CRP contract is a legally binding contract between you and the USDA. The easement is your grant of certain rights in your property to the State and it, too, has binding legal effects. During the term of the CRP contract, CRP rules apply. RIM rules and restrictions do not become effective until after the CRP contract ends. During CRP contract, the USDA is responsible for the program. When the CRP contract ends, the State takes responsibility for program administration.

You have separate rights under each of these programs and you also have certain rights available under both. To help you understand these rights, this document will explain the various legal documents that provide entry into CREP II. Additionally, this document will highlight important program rules written into State and Federal law. These rules also affect your rights as a CREP II participant.

### Your Rights Under CRP

The CRP contract is a 14- or 15-year contract with the USDA under which, provided you maintain your eligible status, you receive annual rental payments and cost share payments in exchange for setting aside agricultural land from production and implementing specific conservation practices. The regulations governing CRP are found in Title 7 of the Code of Federal Regulations (CFR) at Part 1410.

The CRP contract limits your use of the land and requires you to implement conservation practices. CRP contracts can be modified by agreement between you and the USDA under the circumstances described in 7 CFR 1410.33. Under CRP, you grant the USDA the right to access your land to perform necessary tasks (in other words, you give up your right to exclude USDA employees from your land if the employees are performing program duties).

Under CRP, you have the right to assign your contract payments to a third party. You retain the right to transfer ownership of your land to another person, but if that other person does not take over the CRP contract within 60 days of the transfer, you will be in violation of the CRP contract. If you violate the terms of the CRP contract, or if the CRP contract terminates early, you forfeit the right to any future payments, you must repay, with interest, funds already paid to you under the contract, and you will have to pay a penalty. Under CRP, you have the right to challenge any adverse USDA decision by requesting reconsideration or filing an appeal. Note that if your CRP contract is cancelled, you still have rights and obligations under RIM. If you have any questions about whether an activity is allowed on CRP land, you should call your local USDA Service Center.

## Your Rights Under RIM

The RIM easement is a conservation easement of either 45 years or perpetual duration that you grant to the State. Under the easement, you sell your rights to farm, develop, or otherwise use the property in a way that violates the terms and conditions of the RIM easement. The RIM program is governed by Minnesota Statutes section 103F.501 to 103F.531, Minnesota Statutes Chapter 84C, and Minnesota Administrative Rules 8400.3000 to 8400.3930. To grant an easement to the State, your land must be free of all encumbrances and title defects.

The **Agreement for Conservation Easement** ("Agreement") is a document that is signed by both you and the State that indicates your agreement to enroll in CREP II and describes the terms of the easement. The State, in turn, agrees to pay you for the RIM easement. You are entitled to receive this *Landowner Bill of Rights* before signing the Agreement. Once you receive the approved Agreement from the State, you have a five-day right of rescission. What this means is that within five business days of the date you receive your State-signed copy of the Agreement, you can cancel the Agreement by notifying the State in writing that you wish to rescind. (If the fifth day falls on a weekend or holiday, you have until the next business day to provide your notice.) Under the terms of the Agreement, you may be liable for penalties or out-of-pocket expenses if you decide to cancel after the five-day period has expired.

The **RIM Easement** is the document you sign that grants the State an interest in your land for either a limited (45 years) or perpetual duration. This document is usually completed three to eight months after you complete the application although many factors can affect this timeframe. Once you sign the easement it is recorded, like a deed or a mortgage, with the county recorder's office. Once recorded, and subject to the terms of the CRP contract while that contract is in effect, the RIM Easement restricts your use of the land. Easement restrictions "run with the land" and apply regardless of who may own the land in the future. Therefore, it is critical that you read the easement and are familiar with its terms.

Any RIM Easement, both 45-year and perpetual, may be altered, released or terminated. Minnesota Administrative Rule 8400.3610 allows the Minnesota Board of Water and Soil Resources (BWSR), in consultation with the Minnesota commissioners of agriculture and natural resources, to alter, release or terminate a RIM Easement if BWSR determines that the public interest and general welfare are better served by doing so. When appropriate, the State and USDA may consult on proposed easement changes. The process for altering easements can be complex and lengthy and requests are not always approved. If your request to change a RIM Easement is granted, you may be liable for all damages and loss of benefits to the conservation easement and you may be required to pay administrative expenses and costs incurred in making the change. You may appeal a BWSR decision and you may have additional rights to court review under Chapter 84C. You should only enroll in the program if you intend to accept the terms and geographical boundaries of the RIM Easement.

While the easement is in effect, you retain ownership of and the right to use the land in ways that do not violate the terms of the easement. Your rights include limiting public access. The State, however, has the right to enter the land to enforce the easement. If you have questions about whether any particular activity is allowed, you should refer to the RIM Easement document or contact your local Soil and Water Conservation District Office. For as long as you retain ownership of the land under a RIM Easement you are responsible for paying all real estate taxes due on the land.

Under both CRP and RIM, you have the right to sell or transfer your land (remember, though, that CRP and RIM restrictions apply to any new owner). You also have the right to use the land in ways that do not conflict with CRP or RIM requirements, including the right to grant additional conservation easements. If, however, you use CRP/RIM land in ways that damage the conservation practices, you are responsible for restoring the property and for the costs of that restoration. Finally, be aware that CRP and RIM compliance issues can cost time and money to correct. The USDA and the State recommend using the USDA's "staking and referencing measurement service" to ensure the proper location of the contract boundaries.

CREP II is a partnership of which you are the most important part. We thank you for your participation!

I, \_\_\_\_\_, acknowledge that I have received and read this document.  
Date \_\_\_\_\_

For large print or audio versions of this Bill of Rights, please contact your local USDA Service Center.

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